

**Serina Stillman**

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**From:** Serina Stillman [s.stillman@nativevillageoftanacross.com]  
**Sent:** Wednesday, October 05, 2005 5:23 PM  
**To:** 'Bruce Steely'  
**Subject:** RE: General Steel Response

Bruce,

I agree. I also remember being appalled at General Steel's additional miscellaneous charges to us for 'storage' to the tune of 80,000. Rex couldn't believe it either, and the state of Alaska was also made aware of these additional charges (I think I included a statement in one of my grant reports to the state agency). See you soon.

*Serina Stillman*

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**From:** Bruce Steely [mailto:BSteely@dihtaad.com]  
**Sent:** Wednesday, October 05, 2005 2:53 PM  
**To:** generalsteelresponse@state.co.us  
**Cc:** Gary Matthews; Serina Stillman  
**Subject:** General Steel Response

Attached is a response letter per your directions in your September 20, 2005 Letter. If you have questions please feel free to call me.

9/25/2007



## **Dihthaad Global Services, LLC**

**341 W. Tudor Road, Ste 301**

**Anchorage, Alaska 99503**

**907.563-1215: Office**

**907.563-1216: Fax**

**[dihthaad@aptalaska.net](mailto:dihthaad@aptalaska.net) : Email**

October 5, 2005

Jay Simonson, Esq.  
Attorney General's Office  
1525 Sherman Street, 5<sup>th</sup> Floor  
Denver, Colorado 80205

Ref: Challenge to General Steel's Sales Practices

Dear Mr Simonson,

Dihthaad Global Services LLC is a wholly owned subsidiary of Tanacross Village Council an Alaskan Tribal Organization which represents the Native Village of Tanacross which is a small Athabascan Native tribe located 12 miles from Tok, Alaska on the Alaskan – Canadian (ALCAN) Highway.

I believe there is a strong possibility The Native Village of Tanacross was a victim of misleading sales practices with respect to a building and component parts of the building ordered, paid for and received delivery of from General Steel.

I was not employed by the company at the time of the original purchase of the building and I do understand my predecessors had requested several modifications and new components to the building. I do not know if they were subjected to unfair sales practices that lead to the modifications and new component requests. I do know the original purchase was for about \$30,000 for a building that was already ordered by some one else and for some reason was now excess for General Steel who was offering it at a reduced rate. However, by the time I was hired the building was costing the Village \$300,000 which is a 10 fold increase in the cost of the building. This seems to me to be excessive but I did not know the history of the discussions that eventually lead to this cost escalation.

I suspect my predecessors contributed to the cost escalation but I have a hard time understanding how General Steel can justify a 10 fold cost increase.

Partly due to this escalation people no longer work here and the project is on hold. The building steel is lying on the ground with no money to erect it. If I could recover a portion of the cost we could put that money toward erecting the building.

P.O. Box 76049 • Tanacross, Alaska 99776 • Tel: (907) 883- 5024 • Fax: (907) 883-4497  
341 W. Tudor Rd Ste 301 • Anchorage, Alaska 99503 • Tel: (907) 563-1215 • Fax: (907) 563-1216

If this situation is similar to other complaints perhaps we can talk further. You can reach me at our Anchorage Office, my desk phone is 907-5620928, my cell phone is 907-223-6339 and my e-mail address is [bsteely@dihtaad.com](mailto:bsteely@dihtaad.com).

Sincerely

(electronically transmitted on 10/5/2005)

Bruce L. Steely  
President  
Dihthaad Global Services  
Main (907) 563-1215  
[bsteely@dihtaad.com](mailto:bsteely@dihtaad.com)



**JOHN W. SUTHERS**  
Attorney General

**CYNTHIA H. COFFMAN**  
Chief Deputy Attorney General

**DANIEL D. DOMENICO**  
Solicitor General

**STATE OF COLORADO  
DEPARTMENT OF LAW  
OFFICE OF THE ATTORNEY GENERAL**

**STATE SERVICES BUILDING**  
1525 Sherman Street -5th Floor  
Denver, Colorado 80203

April 24, 2007

Claim ID: 1072

**TANACROSS VILLAGE COUNCIL  
C/O BRUCE STEELY  
341 W TUDOR RD STE 301  
ANCHORAGE, AK 99503-6648**

**RE: State of Colorado v. General Steel, et. al., Case No. 04CV0143  
(Jefferson County District Court, Colorado)**

**Contracts: m10694-S**

Dear **BRUCE STEELY**:

We are writing to inform you that the Colorado Attorney General's Office has settled its consumer protection action against General Steel.

We are contacting you because this settlement provides for the payment of some monies to customers of General Steel who had filed a complaint or questionnaire response with our office or the Sacramento District Attorney's Office. Our records indicate that you or your company has filed a complaint or a response to the questionnaire that was issued pursuant to the Court's order in September 2005.

As with any settlement, the recovery obtained is rarely one-hundred cents on the dollar. In order to reach this compromise we were able to recover a partial amount that will go towards compensating you for the losses that you incurred in your transaction with General Steel. Based on our records, the estimated amount of benefits you will receive if you elect to be part of this settlement is listed in the first paragraph of the enclosed Settlement and Release Form (Green paper).

*mut file*

**Settlement and Release Form**

1. TANACROSS VILLAGE COUNCIL, hereby elects to receive equal or greater than \$8,574.96 from the Colorado Attorney General's Office pursuant to the terms and conditions of the Settlement Agreement executed on or about March 8, 2007, by General Steel and others with the Colorado Attorney General's Office, the Sacramento District Attorney's Office, and the New Mexico Attorney General's Office. I further understand and agree that, upon execution and return of this Settlement and Release, the Colorado Attorney General's Office will issue and deliver payment as soon as practicable after the deadline for return of the Settlement and Release forms.

2. TANACROSS VILLAGE COUNCIL, for his, her, or itself, and for each of his, her or its present or former representatives, affiliates, subsidiaries, parents, subsidiaries of parents, officers, directors, shareholders, members, managers, partners, venturers, associates, employees, agents, attorneys, heirs, predecessors, successors and assigns (hereinafter collectively referred to as "CONSUMER"), hereby releases, acquits, and forever discharges General Steel, Inc., General Steel Domestic Sales, LLC d/b/a General Steel Corporation, Capital Steel Industries, LLC, GenStone, LLC, Anthem Steel Buildings, LLC, Discount Buildings, LLC, Jeffrey W. Knight, Bruce Graham, Jordan Blum, Jeffrey Donelson, their present and former representatives, affiliates, subsidiaries, parents, subsidiaries of parents, officers, directors, shareholders, members, managers, partners, venturers, associates, employees, agents, attorneys, heirs, estates, administrators, executors, predecessors, successors and assigns (hereinafter collectively referred to as "General Steel") from any and all actions, causes of action, in law or in equity, demands, rights, damages, expenses, obligations, suits, contracts, agreements, or claims of any nature whatsoever, known or unknown, fixed or contingent, which they or any of them have, have had, or may hereafter have, by reason of

*Sent 5/23/07*

any matter, event, act or omission of any kind accruing or occurring in any respect prior to the date of this Settlement and Release, including without limitation, all actions or causes of action arising out of or related to the events, claims, and transactions described in the civil actions brought by the Colorado Attorney General's Office and/or the Sacramento District Attorneys' Office against General Steel and others. CONSUMER also covenants not to sue General Steel for any and all claims or causes of action that he, she, or it has or may have had against General Steel, including, without limitation, any such claims or causes of action he, she, or its has or may have as a member or representative of a class action lawsuit, and/or any such claims arising out of any efforts to collect under or enforce any contract entered into with General Steel.

3. CONSUMER represents and warrants that he, she, or it has made no assignment or attempted assignment or transfer of any right of action or claim which he, she, or it has or might have against General Steel, and agrees to indemnify and hold General Steel harmless from and against any loss, liability, cost, or expense arising out of or occasioned by any such assignment or transfer.

4. CONSUMER covenants that he, she, or it will not at any time after the execution of the Settlement and Release assert any claim, make any demand, or commence any action, lawsuit, or other legal proceeding against General Steel, in law, equity, or otherwise based upon or arising out of any fact, event, or matter preceding the date of this Settlement and Release. If CONSUMER makes any claim or demand, or commences any action, lawsuit, or other legal proceeding in violation of this provision, or in violation of paragraph 2 above, he, she, or it shall pay all costs, expenses, and attorneys' fees incurred by General Steel in defending such claim, demand, action, lawsuit or other proceeding.

5. CONSUMER agrees to maintain the confidentiality of the terms of this Settlement and Release, and the matters that are or were the subject of he, she, or its claims against General Steel. CONSUMER further agrees that he, she or it will not voluntarily appear or testify in any proceeding brought by or against General Steel. CONSUMER agrees to pay all costs and attorney fees incurred by General Steel in enforcing this provision. CONSUMER acknowledges and agrees that General Steel may pursue all remedies, at law or in equity, to restrain and/or obtain compensation for any threatened or actual breach of this provision.

6. This Settlement and Release shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any dispute shall be in Colorado.

7. In accordance with the Settlement Agreement entered into with the Colorado Attorney General's Office, the Sacramento District Attorney's Office and the New Mexico Attorney General's Office, General Steel agrees to fully release you from, and agrees not to sue you for or to dismiss you from, any and all claims that it has or may have had against you. Both you and General Steel will retain all rights under law to enforce this Settlement and Mutual Release.

8. CONSUMER agrees that he or she understands the terms of this Settlement and Release, that he or she has voluntarily executed it and that the execution of this agreement was not procured by coercion or undue influence and that he or she has had the opportunity for review of this document by counsel, whether or not CONSUMER has actually decided to have counsel review the document.

State of Colorado v. General Steel  
Settlement and Release Form

Claim ID: 1072

The undersigned agrees by signing this Settlement and Release that he or she has authority to sign this document on behalf of the organization or entity that entered into the contract and/or asserted the claim against General Steel.

[Signature]  
Authorized Signature

May 14, 2007  
Date

Robert L. Brenn  
Print Full Name

President  
Title

TANACROSS Village Council  
Name of Organization (if any)

92-0067251  
EIN / SSN

General Delivery  
Street Address

P.O. Box 76009  
Suite

TANACROSS, ALASKA  
City

AK 99776  
State Zip

(907) 883-5024  
Telephone Number

(907) 883-4497  
Fax Number

S.stillman@native.villageof.tanacross.com  
Email Address

Notarization of Signature

Name / Name of Organization: Robert Brenn Subscribed and sworn to  
before me in the County of —, State of Alaska, this 14<sup>th</sup> day of

May 2007.



Serina Stillman  
NOTARY PUBLIC

My commission expires: October 24, 2008

Place the signed and notarized Release form in the prepaid self-addressed stamped envelope and place in the mail. It must be postmarked on or before **June 22, 2007** and mailed to:

General Steel Settlement Administrator  
c/o Class Action Administration, Inc.  
PO Box 6877  
Broomfield, CO 80021-0015

Questions:

Call Settlement Administrator toll free at 1-866-431-5303



## **Elects NOT to Participate in Settlement**

The undersigned agrees by signing this Elects Not to Participate in Settlement form that he or she has authority to sign this document on behalf of the organization or entity that entered into the contract and/or asserted the claim against General Steel, and **elects NOT to participate in this settlement.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Organization (if any)

\_\_\_\_\_  
EIN / SSN

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

( ) - \_\_\_\_\_  
Telephone Number

( ) - \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

### **Notarization of Signature**

Name / Name of Organization: \_\_\_\_\_ Subscribed and sworn to  
before me in the County of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_ day of  
\_\_\_\_\_ 2007.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:  
\_\_\_\_\_

Place the signed and notarized Elects Not to Participate in Settlement form in the prepaid self-addressed stamped envelope and place in the mail. It must be postmarked on or before **June 22, 2007** and mailed to:

General Steel Settlement Administrator  
c/o Class Action Administration, Inc.  
PO Box 6877  
Broomfield, CO 80021-0015

**Questions:**

**Call Settlement Administrator toll free at 1-866-431-5303**



STATE OF COLORADO AND  
COUNTY OF SACRAMENTO V. GENERAL STEEL



JOHN W. SUTHERS  
Colorado Attorney General

CYNTHIA H. COFFMAN  
Chief Deputy Attorney General

DANIEL D. DOMENICO  
Solicitor General

STATE SERVICES BUILDING  
1525 Sherman Street - 7th Floor  
Denver, Colorado 80203

Re: CLAIM AGAINST GENERAL STEEL

On behalf of John W. Suthers, the Colorado Attorney General, and Jan Scully, the Sacramento County District Attorney, we are pleased to present you with a check that will provide you or your organization with partial restitution for the transaction that you or your organization engaged in with General Steel. You may recall that you or your organization agreed to accept this restitution by executing a Release and Settlement Agreement and returning it to our administrator earlier this year. These funds were recovered as part of a \$4.5 million settlement that our offices reached with General Steel.

JAN SCULLY  
District Attorney  
Sacramento County

CYNTHIA G. BESEMER  
Chief Deputy

901 G. Street  
Sacramento, California 95814

While settlements rarely reimburse you fully for the losses and frustration that you suffered, we believe that this recovery will go a long way in helping you or your organization achieve some closure on this transaction. We would also like to thank you for your assistance and cooperation during this tedious litigation which would not have been successful without your help. We appreciate being able to serve you.

Sincerely,  
FOR THE STATE OF COLORADO

*John W. Suthers*  
ATTORNEY GENERAL

FOR SACRAMENTO COUNTY

*Jan Scully*  
DISTRICT ATTORNEY

IMPORTANT TAX DOCUMENT FOR YEAR 2007 BELOW

2007 FORM 1099-MISC

OMP No. 1545-015

Payer's Information

General Steel Settlement Fund  
C/O Class Action Administration, Inc.  
PO Box 6907  
Broomfield, CO 80021-0015

Recipient's Information

TANACROSS VILLAGE COUNCIL  
PO BOX 76009  
TINACROSS AK 99776

Payer's Federal ID No.: 20-8789220  
3. Other income: \$9,168.63

Recipient's ID No.: 92-0067251  
4. Federal income tax withheld: \$0.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

General Steel Settlement Fund  
C/O Class Action Administration, Inc.  
PO Box 6908  
Broomfield, CO 80021-0015

KEYBANK NATIONAL ASSOCIATION

82-7026  
3070

000974

DATE	AMOUNT
09/17/2007	\$9,168.63

VOID AFTER 60 DAYS FROM DATE ON CHECK

Pay Nine Thousand One Hundred Sixty Eight Dollars and 63/100

To Order of: TANACROSS VILLAGE COUNCIL

Memo: Claim ID: 1072

*Matthew E. Fohl*  
SIGNATURE

DOCUMENT CONTAINS BLUE PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈0000974⑈ ⑆307070267⑆ 769681028361⑈